

A. C. KELLOGG
SUPERINTENDENT

LESLIE W. JOHNSON
H. S. PRINCIPAL

Edmonds School District

BOARD of EDUCATION

J. B. BALLINGER
JOHN SNIDER
E. M. MARTIN

No. 15

Edmonds, Washington

Alderwood Manor, Washington, Nov. 9th, 1927.

Dear Mr. Ballinger:

Enclosed you will find the papers referred to in our conversation over the Phone, in re the Miller title. The defect relating to the "Joanna Horseman" title is partially cleared up by the record referred to in McGrew's letter. Whatever you decide in the matter will be satisfactory with me. Note that the Abstract is with McGrew, and the affidavit that he made is with Cook. Advise me as to your conclusion in the matter, or communicate direct with McGrew, as you see fit.

Yours truly,

John Snider, Clerk.

Now, referring to the abstract of the title, aside from the objections raised by the deputy prosecuting attorney, I call your attention to Mrs. Horsman's status as fixed by the recorded instruments in the chain of title. On June 15, 1919, recorded in volume 162 of Deeds, at page 585, is the warranty deed from Edwin A. Chase, a bachelor, to Joanna Horsman, unmarried, conveying the property in question. Ordinarily, a lawyer would rest upon that showing and pass the title without further question, but, following that, on April 25, 1924, recorded in volume 214 of Deeds, page 516, is Joanna Horsman's affidavit

as follows: "That the following described property is her sole and separate property; that the same is not community property". This affidavit was evidently procured for the purpose of fixing the status of the property in question. In a way, it preserves evidence for the future and as far as I know, reliance is placed on this kind of a sworn statement coming from the owner of property. The records of King and Snohomish Counties are filled with these affidavits fixing property rights. I know of no other way that we can determine the status of people and the condition of their properties, excepting by this kind of evidence.

My contention is that there can be no reasonable objection to the title from the fact that Chase, in his warranty deed, who is disinterested as to who takes the property from him, declares he is conveying to an unmarried woman, and Mrs. Horsman's affidavit to the effect that the property is her separate estate.

For considerable time, more than thirty-five years, the writer has had much to do with titles, especially in King County, and I say to you, as a lawyer resting on the record, the title is good and Mrs. Miller has a right to convey the property to the School District.

Since talking with Judge Ballinger some weeks ago, I had recorded in the Auditor's Office of Snohomish County, a marital contract or deed, under the laws of Washington, wherein O. L. Miller conveys all the property he then possessed, or any that he might have at his death, to his wife, Rofena A. Miller, the present widow. I think that meets any possible objection that could be raised to the decree of the Probate Court awarding this property to Mrs. Miller as her separate property.

The School District, having undertaken to buy the block of land in question where this property is situated, so disturbed affairs as to make it impossible to rent the property owned by Mrs. Miller. She has, therefore, been without a tenant some little time, at considerable loss to her as she has been compelled to meet interest charge on the mortgage, regardless of whether the property produced anything.

I am sending you a copy of the marital contract; also my affidavit in this matter for your files. I keep the abstract until I get reply from you. The warranty deed of Mrs. Miller and the satisfaction of the mortgage by Mrs. Tyrrell are with the banker, Mr. Hanson.

You have paid nothing on the option, hence Mrs. Miller would have the right to withdraw it at any time. Personally, I should like to see the sale go through and so would Mrs. Miller, but entirely too much time is consumed in this matter to be pleasant to us, so I give you until the 15th of November, 1927, to close the

sale by the payment of the sum of \$750.00. Failing in that, you are hereby notified that all negotiations are at an end and the option granted the School District will be cancelled.

I wish you would lay this letter before the School Board and they will probably understand what is expected.

Yours truly,

JEMcG:BWD.

3 Encls.

*J.E. McGraw
att'y for Mrs. O.L.
Miller.*

MARITAL CONTRACT.

THIS AGREEMENT, made this 24th, day of December, 1923, by and between Ohio L. Miller and Rofena A. Miller, husband and wife, residing one mile Northeast of Edmonds, Washington, WITNESSETH:

That whereas the community composed of the parties hereto are owners of certain real property hereinafter described, together with certain personal property, the same now being held in the name of either one or the other of said parties, and said parties being desirous that said property shall pass without delay or expense, in case of the death of either of said parties, to the survivors.

Now, therefore, in consideration of the love and affection that each of said parties has for the other, it is hereby agreed that in case of the death of the said Ohio L. Miller, while the said Rofena A. Miller survives, the whole of said property hereinafter described, together with all personal property, whether now owned by said parties or hereafter acquired, shall at once vest in said Rofena A. Miller in fee simple, and in the event of the death of said Rofena A. Miller leaving the said Ohio L. Miller surviving her, the whole of said property hereinafter described, together with all personal property, whether now owned by said parties or hereafter acquired, shall at once vest in the said Ohio L. Miller, in fee simple.

This contract shall apply to all property now owned by said parties or which is hereafter acquired regardless of its location or nature and said parties do hereby declare that all property now owned by them regardless in which name the title to the same was taken, is the community property of said parties as husband and wife.

The real property now owned by said parties and affected by this contract is as follows:

The home now occupied by said parties consisting of Block 43, Block 20 and Block marked -Z-, of the original plat of North Edmonds, located on the Southwest corner of the Southeast quarter of Sec. 13, Tp. 27, Range 3, E.W.M. Also a tract 210 feet on the Westside of 3rd. Street, commencing at the corner of 3rd, and Dayton Streets, running thence North 210 feet. Also the South one half of Lot three Block Five, with house, of the plat of Edmonds, Wash., all the above described property being located in Snohomish County, Washington.

IN WITNESS WHEREOF, the said parties hereof have signed their names this 24th, day of December, 1923.

WILBUR B. HULETTE

O. L. MILLER

EDNA G. HULETTE.

ROFENA A. MILLER.

STATE OF WASHINGTON,)
COUNTY OF SNOHOMISH.) SS.

This is to certify that on the 24th day of December, 1923, before the undersigned notary public in and for the State of Washington duly commissioned and sworn, personally appeared Ohio L. Miller and Rofena A. Miller, husband and wife, to me known to be the individuals described in and who executed the foregoing contract and agreement and acknowledged to me that they signed and sealed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

Given under my hand and official seal this 24th day of Decal, 1923.

{N.P. SealCommission
(expires Sept. 18, 1925.)}

J. E. WILSON.
Notary Public in and for the State
of Washington, residing at Edmonds.

*Recorded in Auditor's office
Snohomish Co. Oct 14-1927
in Vol. 238 of deeds page 290*

IN RE TITLE TO LOT 8 BLOCK 88, OF THE PLAT OF THE CITY OF
EDMONDS, SNOHOMISH COUNTY, WASHINGTON.

STATE OF WASHINGTON, }
COUNTY OF KING. } SS.

J. E. MCGREW, of lawful age, being first duly sworn upon his oath says: That he is an attorney and counsellor at law residing in Seattle, Washington, where he has lived for 36 years last past; that he was well acquainted with O. L. Miller, deceased, in his lifetime, having known him for more than 55 years; that said O. L. Miller died at Edmonds, Snohomish County, Washington, October 2nd, 1926; that affiant is well acquainted also with Rofena W. Miller, widow of O. L. Miller; that Rofena A. Miller and O. L. Miller married on the 22nd day of May, 1886, at Ottumwa, Iowa; that neither of said parties were ever married to any other person or persons, excepting to themselves, as herein stated; that they lived in the State of Washington, for about 25 years last past; that affiant was a former resident of the State of Iowa, and knew O. L. Miller in said state and the facts in regard to their marriage are known by affiant personally to be true.

J. E. McGrew

SUBSCRIBED AND SWORN to before me this 27th day of October,
1927.

Harry S. Northman

Notary Public in and for the State of
Washington, residing at Seattle, Wash.

(N. P.
Real)